

RESOLUTION NO. 10-33

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, ON BEHALF OF THE CITY, TO ENTER INTO A MUTUAL AID AGREEMENT WITH THE CITY OF NORTH MIAMI BEACH AS A PARTICIPATING MUNICIPAL POLICE DEPARTMENT TO PROVIDE FOR REQUESTING AND RENDERING ASSISTANCE FOR ROUTINE AND INTENSIVE LAW ENFORCEMENT SITUATIONS FROM THE EFFECTIVE DATE OF THE AGREEMENT THROUGH JANUARY 1, 2015 IN THE FORM ATTACHED AND MADE A PART HEROF AS EXHIBIT "1".

WHEREAS, the City of Hialeah and the City of North Miami Beach are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to law enforcement situations; and

WHEREAS, Chapter 23, Florida Statutes, the "Florida Mutual Aid Act," permits law enforcement agencies to enter into a combined mutual aid agreement which permits voluntary cooperation and assistance of a routine or emergency law enforcement nature; and

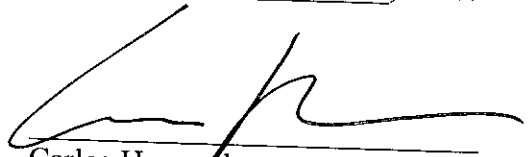
WHEREAS, a Mutual Aid Agreement of this nature would be beneficial to the City of Hialeah.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

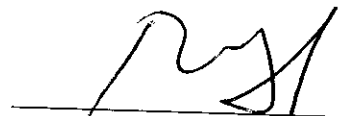
Section 1: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, on behalf of the City, to enter into a mutual aid agreement with the City of North Miami Beach as a participating municipal police department to provide for requesting and rendering assistance for routine and intensive law enforcement situations

from the effective date of the agreement through January 1, 2015 in the form attached and made a part hereof as Exhibit "1".

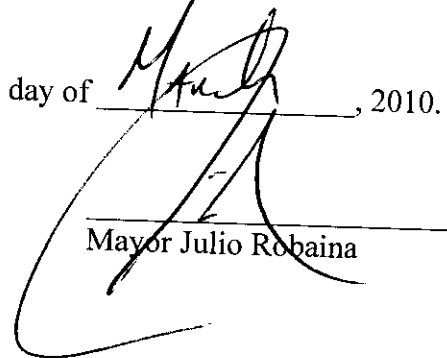
PASSED AND ADOPTED this 23rd day of March, 2010.


Carlos Hernandez
Council President

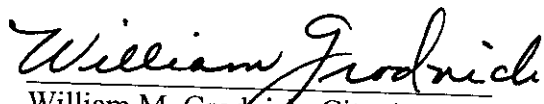
Attest:


Rafael E. Granado, City Clerk

Approved on this 26 day of March, 2010.


Mayor Julio Robaina

Approved as to legal
sufficiency and as to form:


William M. Grodnick, City Attorney

S:\RIs\Contracts\2010-RESOLUTIONNorth Miami Beach.docx

Resolution was adopted by a 6-0 vote with Councilmembers, Caragol, Casals-Muñoz, Cue, Gonzalez, Hernandez and Yedra voting "Yes", Councilmember Garcia-Martinez absent.

MUTUAL AID AGREEMENT

Between the City of North Miami Beach and the City of Hialeah

Municipal Police Departments

Whereas, it is the responsibility of the governments of the City of North Miami Beach and the City of Hialeah to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

Whereas, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of North Miami Beach Police Department and the City of Hialeah Police Department; and

Whereas, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of North Miami Beach and the City of Hialeah; and

Whereas, the City of North Miami Beach and the City of Hialeah have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

NOW, THEREFORE, BE IT KNOWN that the City of North Miami Beach and the City of Hialeah, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement
2. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.
3. Definitions:
 - a. Joint Declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. The Joint Declaration between the City of Hialeah and the City of North Miami Beach is attached hereto and is hereby incorporated by reference. Subsequent to execution by concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.
 - b. Agency or participating law enforcement agency: Either the North Miami Beach or Hialeah Police Departments.
 - c. Agency head: the City of North Miami Beach Manager or his designee shall have the right to bind the City of North Miami Beach, and the

Mayor of Hialeah or his designee shall have the right to bind the City of Hialeah in accordance with this Agreement.

- d. Participating municipal police department: City of North Miami Beach and City of Hialeah.
- e. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

- a. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
- b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all

personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

- a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.
- b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to the Agreement during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are

engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

- d. All exemption from ordinances and rules, and all pensions, insurances, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. Indemnification: The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
7. Forfeitures: It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each

agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. Conflicts: Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. Effective Date and Duration: This Agreement shall be in effect from date of signing, through and including, January 1, 2015. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.
10. Cancellation: This Agreement may be cancelled by either party upon 60 days written notice to the other party.

AGREED TO AND ACKNOWLEDGED this day of , 2010

Kelvin Baker, City Manager
City of North Miami Beach

ATTEST:

Susan Owens, City Clerk
City of North Miami Beach

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Darcee Siegel, City Attorney
City of North Miami Beach

Mayor Julio Robaina
City of Hialeah

ATTEST:

Rafael Granado, City Clerk
City of Hialeah

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

William Grodnick, City Attorney
City of Hialeah

**JOINT DECLARATION OF THE CHIEF OF POLICE OF THE CITY OF
HIALEAH POLICE DEPARTMENT AND THE CHIEF OF POLICE OF THE
CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT PURSUANT TO
MUTUAL AID AGREEMENT**

A Police Officer of either of the participating Law Enforcement Agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- Participating in law enforcement activities that are pre-planned and approved by each respective Agency Head, or
- Appropriately dispatched in response to a request for assistance from the other Law Enforcement Agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the City of Hialeah and the City of North Miami Beach it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.

- 1) Joint multi-jurisdiction criminal investigations.
- 2) Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
- 3) Any natural disaster.
- 4) Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
- 5) Terrorist activities including, but not limited to, acts of sabotage.
- 6) Escapes from or disturbances within detention facilities.
- 7) Hostage and barricaded subject situations, and aircraft piracy.
- 8) Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing person calls.

- 9) Enemy attack.
- 10) Transportation of evidence requiring security.
- 11) Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
- 12) Security and escort duties for dignitaries.
- 13) Emergency situations in which one agency cannot perform its functional objective.
- 14) Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
- 15) Joint training in areas of mutual need.

The following procedures will apply in mutual aid operations:

- 1) Mutual aid requested or rendered will be approved by the Chief of Police or designee.
- 2) Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking On-duty Supervisor on the scene.
- 3) Communications instructions will be included in each request for mutual aid and the Miami-Dade Police Department Communications Bureau will maintain radio contact with the involved Agencies until the mutual aid situation has ended.
- 4) Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures.

Date: _____
Chief Rafael P. Hernandez, Jr.
City of North Miami Beach
Police Department

Date: _____
Chief Mark N. Overton
City of Hialeah
Police Department

ATTEST:

ATTEST:

Susan Owens, City Clerk

Rafael E. Granado, City Clerk